

PEST CONTROL SERVICES AGREEMENT

This AGREEMENT is made and entered into on April 30 May 06 ^{OR} 2021, by and between the **Virgin Islands Housing Finance Authority ("CLIENT")** having its principal place of business at and **Oliver Exterminating of St. Croix, Inc. ("PROVIDER")** whose mailing address is P.O. Box 787, Christiansted, St. Croix, Virgin Islands 00821.

WHEREAS, the CLIENT is in need of pest control services at its office(s) located at 2B King Frederiksted, St. Croix, Virgin Islands, 00840; and

WHEREAS, the PROVIDER represents that it is willing and capable of providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Agreement, the parties hereto do covenant and agree as follows:

1. SCOPE OF SERVICES

PROVIDER will provide **CLIENT** with the following pest control services at **CLIENT's** office(s) located at 2B King Frederiksted, St. Croix, Virgin Islands, 00840 ("Property") in accordance with the attached schedule:

- Pest control for cockroaches, rodents, rats, ants, millipedes, centipedes, and other crawling insects
- Monthly treatment consists of interior spraying (when necessary) around baseboards, closets, around windows and doors as well as baiting rodent stations. (If a problem should reoccur during the month after service, Provider will return to address the problem(s) at no additional charge)
- Utilize integrated pest management techniques which incorporates proper monitoring, making necessary recommendations for sanitary conditions in addition to use of pesticides and repellants and trapping devices.

2. TERM

This Agreement shall be for a term of one (1) year commencing on May 10, 2021 and terminating on May 09, 2022.

3. PAYMENT

CLIENT will pay PROVIDER (i) Forty-Eight Dollars (\$48.00) per month. Total costs for this agreement shall not exceed Five Hundred Seventy-Six Dollars (\$576.00) per annual. Billing shall be done on a monthly basis. Payment is due within 30 day(s) of receipt of invoice.

Contract No.: 2021-CDBG-DR-06

4. PRODUCTS

PROVIDER will use its own products.

5. ACCESS REQUIREMENT

CLIENT will provide PROVIDER access to the Property, and to all areas of the Property scheduled for extermination as noted under Scope of Services, at the scheduled upon time.

(a) PROVIDER agrees to keep any details of keys and access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. PROVIDER will be liable for any losses of any nature that may arise from the CLIENT's provision of any key and/or access details.

(b) If PROVIDER is prevented from gaining access to CLIENT's property to carry out work as arranged, the time lost to the PROVIDER shall be considered one (1) hour per employee involved and the PROVIDER reserves the right to invoice CLIENT accordingly.

6. SCHEDULE

a. PROVIDER shall perform the Scope of Services once a month.

b. Pursuant to 1 V.I. Code Ann. § 171(a) of the Virgin Islands Code, the Virgin Islands Housing Finance Authority and CDBG-DR Office recognizes the following legal holidays:

MONTH/DATE	HOLIDAY
July 3, 2021	V.I. Emancipation Day
July 4, 2021	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day and Puerto Rico Friendship Day
November 1, 2021	D. Hamilton Jackson Day
Fourth Thursday in November	Thanksgiving Day
December 25, 2021	Christmas Day
December 26, 2021	Christmas Second Day
January 1, 2022	New Year's Day
January 6, 2022	Three King's Day
Third Monday in January	Martin Luther King, Jr. Birthday

Third Monday in February	President's Day
As reflected on the Calendar	Holy Thursday
As reflected on the Calendar	Good Friday
As reflected on the Calendar	Easter Monday
March 31, 2021	Transfer Day
Last Monday in May	Memorial Day

CLIENT shall not perform exterminating services on the aforementioned holiday(s) and any other days that CLIENT informs the Provider is a holiday (including days declared by the President of the United States or the Governor of the Virgin Islands).

7. CANCELLATION POLICY

In the event CLIENT needs to cancel a scheduled exterminating appointment, CLIENT is required to provide PROVIDER with twenty-four (24) hour notice. CLIENT may give PROVIDER such notice via phone or email. Should CLIENT fail to give PROVIDER twenty-four (24) hour notice of cancellation on more than one occasion, CLIENT must pay 30% of the fee for the canceled cleaning.

In the event PROVIDER needs to cancel a scheduled cleaning appointment, PROVIDER is required to provide CLIENT with twenty-four (24) hour notice. PROVIDER may give CLIENT notice via phone to Ms. Ann Hanley by calling 340-777-4432 or via email ahanley@vibta.gov. For each occasion that PROVIDER fails to give twenty-four (24) hour(s) notice of cancellation, if any, PROVIDER **must reschedule the service to the next day; failing which**, PROVIDER must perform the Scope of Services for CLIENT free of charge at no cost to the CLIENT on one (1) of the scheduled days.

8. LICENSURE The PROVIDER covenants that:

(a) It is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Agreement remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery and performance of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Agreement or instrument to which Provider is now a party or by which is bound or constitute a default under any of the foregoing.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement at any time by supplying a written notice of termination on a specified date to the other party, with at least thirty (30) days prior to the stated date of termination.

10. APPLICABLE LAW AND VENUE

The terms of this agreement will be governed by the laws of the United States Virgin Islands.

11. ASSIGNMENT

The PROVIDER shall not subcontract or assign any part of the Scope of Services under this Agreement to any other party without CLIENT'S prior written consent.

12. INDEMNIFICATION

PROVIDER shall agree to defend, indemnify and hold, the CLIENT, harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorneys' fees) and causes of action of whatsoever character which the CLIENT may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by PROVIDER under this Agreement and arising from any cause, except the sole negligence of the Authority. PROVIDER shall provide the CLIENT a copy of PROVIDER's insurance binder evidencing coverage for liability and personal injury.

13. INDEPENDENT AGREEMENT OR

The PRVOIDER shall perform this Agreement as an independent Agreement or and nothing herein contained shall be construed to be inconsistent with this relationship or status. PROVIDER shall be responsible for the supervision of its employees. All employees must be competent and skilled in their work.

14. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the CLIENT to persons employed/engaged by PROVIDER in any manner whatsoever or make the CLIENT liable to any

such persons for the acts, omissions, liabilities, obligations, and taxes of PROVIDER of whatsoever nature, including but not limited to unemployment insurance and social security taxes for PROVIDER or persons engaged by PROVIDER.

15. FORCE MAJEURE

PROVIDER and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of PROVIDER.

16. SEVERANCE

In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

17. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. CONFIDENTIAL INFORMATION

The PROVIDER acknowledges that it may have access to certain confidential information when performing the Scope of Services contained herein and agrees to take necessary acts to ensure that the PROVIDER does not make public any of the CLIENT's information that is identifiable in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Scope of Services herein or as required by law.

19. NOTICE

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

CLIENT: **Virgin Islands Housing Finance Authority**
3202 Demarara, No. 3, Suite 200
St. Thomas, U.S. Virgin Islands 00802
Attention: Daryl Griffith, Executive Director and

PROVIDER: **Oliver Exterminating of St. Croix, Inc.**
P.O. Box 787
Christiansted, St. Croix, VI 00821
Attention: Maria I. Lopez

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

20. FEDERAL CROSS-CUTTING MEASURES

All contracts/agreements to be funded under the CDBG-DR program requires the inclusion of federal cross-cutting requirements as part of the conditions of the contract/agreement. These federal cross-cutting requirements are attached hereto as "Appendix A".

21. ENTIRE AGREEMENT

This Agreement contains the entire intent of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

WITNESSES:

(1) Maria I. Lopez

(2) Joyie Richardson

Oliver Exterminating of St. Croix, Inc.

BY: Eldon Providence
Eldon Providence

DATE: 4-30-2021

Reviewed for Legal Sufficiency:

Denise Rhymar
Denise Rhymar, Esq.

Dated: 3rd day of May, 2021

WITNESSES:

(1) Claudia Ains

(2) Darmokang

VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY

BY: Daryl Griffith
Daryl Griffith, Executive Director

DATE: 05/06/2021

APPENDIX "A"

HUD GENERAL PROVISIONS ("HUD RIDER")

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 ("BBA"), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

VIHFA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Contractor/Subcontractor shall cooperate with all VIHFA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during